

Waukon

Teamsters #238 (Public Works)

7/1/2006 6/30/2009

WAUKON / TEAMSTERS #238 (PUBLIC WORKS) 06-09

AGREEMENT

BETWEEN

THE CITY OF WAUKON

(PUBLIC WORKS)

AND

CHAUFFEURS, TEAMSTERS

AND HELPERS

LOCAL UNION NO. 238

JULY 1, 2006

TO

JUNE 30, 2009

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**CITY OF WAUKON PUBLIC WORKS**  
**COLLECTIVE BARGAINING AGREEMENT**

This Agreement entered into on this 1<sup>st</sup> day of July, 2006, by and between the City of Waukon for applicable operations located at Waukon, Iowa, hereinafter designated and referred to as the "City" and Chauffeurs, Teamsters and Helpers Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter designated and referred to as the "Union", through their duly authorized representative.

**ARTICLE I**  
**PURPOSE**

Section 1.1

The purpose of this Agreement is to provide a procedure to secure prompt and fair disposition of grievances or complaints, to set forth the entire agreement between the parties concerning wages, hours and working conditions and to establish a basis for the cooperative solution of industrial relations problems by the parties to the end that a spirit of peace and cooperation be maintained.

**ARTICLE 2**  
**RECOGNITION**

Section 2.1

The City recognizes the Union as the exclusive representative of all Public Works employees of the Sewer Department, Street Department, Water Department and mechanics of the City of Waukon, Iowa, but excluding the Superintendent of the Water Department, Superintendent of the Sewage Department, Superintendent of the Street Department, office clerical employees, Police Department employees and others excluded by Section 4 of the Act as certified by the Public Employment Relations Board in Case No. 1821 on July 24, 1981, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2.2

The City of Waukon is an equal opportunity employer. Applicants for employment for open positions and current employees are treated without regard to race, color, religion, sex, national origin, age, marital status, veteran status, medical condition or disability. For purposes of this Agreement, "open positions" shall be defined as positions left after all provisions of this Agreement have been applied.

Section 2.3

The term "employee" as used in this Agreement shall mean those persons working for the City and employed within the bargaining unit for which the Union has been recognized as the exclusive representative.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

Section 3.1

The management of the City's operations and the direction of its working forces, including but not limited to the right to employ, promote, demote, train, transfer, layoff, recall from layoff, to discipline, suspend or discharge for just cause, to assign work and determine the number of hours to be worked, to increase and decrease the working force, to establish change and maintain performance standards, to schedule the work force, to institute technological changes, to subcontract work, to transfer operations, to close the plant or a portion thereof, and to make and change reasonable rules and regulations in connection with the City's operations, and the conduct and duties of its employees in respect to such operations as are deemed advisable, is vested exclusively in the City, subject only to such limitations as are specifically set forth in this Agreement.

Section 3.2

The right of the City to establish operating standards is recognized by the Union. In the event the City determines that a particular operating standard will in the future be used to impose disciplinary action against an employee for failure to meet the operating standard, the City shall give written notification of such fact to the Union, within ten (10) days of receipt of the written notification, the Union may challenge the reasonableness of the operating standard through the grievance procedure. If no challenge is filed by the Union within the ten (10) day period, the operating standard as established by the City shall be considered reasonable.

Section 3.3

The Union recognizes that the City has certain obligations in contracts relating to or directly involved in Government originated projects. Therefore, in the event that the City is advised by any Government Agency that any or several bargaining unit personal is/are restricted from work on or having access to classified information or material, the Union will not contest any reasonable action the City may take to ensure compliance with such regulations.

**ARTICLE 4**  
**UNION SECURITY**

Section 4.1

Upon receipt of a voluntary written authorization by an employee, which conforms to and is in accordance with all applicable Federal and State laws, the City agrees to deduct from the employee's earnings during the existence of his authorization, his regular and usual monthly Union membership dues and, if owing, an initiation fee. All monies collected by the City pursuant to this Section will be deducted from the employee's earnings in the first pay period of each month for that month and remitted within ten (10) days to the Union officer designated by the Union in writing to the City Clerk.

The Union shall initially notify the City in writing as to the amount of its regular and usual initiation fee and its regular and usual monthly membership dues. Any subsequent change in these amounts shall be certified to the City in writing over the signature of an authorized officer of the Union at least fifteen (15) days prior to the first of the month for which the deduction is to be made.

The Union shall indemnify and save the City harmless against any and all claims, demands, judgments, suits or other forms of liability that all arise out of or by reason of the City making any deduction in accordance with this Section.

Section 4.2

The City also agrees to provide Credit Union deductions.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

Section 5.1

A dispute to the application of a specific provision or provisions of this Agreement or to a particular factual situation involving an employee and which occurs during the term of this Agreement shall be a grievance within the meaning of this Agreement.

Grievances must be filed and processed through the following procedure:

Step 1. All grievances must be written and signed before being presented to the employee's immediate supervisor in such a manner as to not unreasonably interfere with City operations. The written grievance shall contain what contract violation has allegedly occurred and what remedy the grievant is seeking. To be a valid grievance, this written grievance must be presented by the end of the second (2<sup>nd</sup>) working day following the date of the occurrence of the event giving rise to the grievance or the date the employee first should have become aware of the facts of such occurrence by exercise of due diligence. The employee may or may not have the steward present, as the employee may elect. The supervisor shall notify the Union of any settlement reached in the event the steward was not present at this Step. Any written settlement pursuant to the provisions of this Step 1 shall not be considered as precedent and binding upon the Union or the City, nor shall any such written settlement conflict with any of the specific provisions of this Agreement. In the event the grievance is not adjusted to the satisfaction of the employee in Step 1, or the employee's immediate supervisor is the superintendent, it may be reduced to writing by the Union and immediately proceed to Step 2 as provided below without going through the first step.

Step 2. The steward or the aggrieved employee may, by the end of the third (3<sup>rd</sup>) working day following the date of the written presentation to the supervisor in Step 1, present the grievance to the employee's superintendent in writing. The grievance shall be signed both by the employee and the steward and shall set forth the specific provision or provisions of this Agreement it is felt the City has violated and a concise statement of facts giving rise to the grievance. Every effort to adjust the grievance shall be made by the superintendent, the steward and the employee.

The superintendent shall give his written reply to the grievance by the end of the tenth (10<sup>th</sup>) working day it has been presented to him.

Step 3. If settlement is not reached in Step 2, the grievance may, by the end of the tenth (10<sup>th</sup>) working day after the day upon which the answer in Step 2 is received, be referred by the Union to the City Clerk or to such other representative or representatives as the City Clerk may designate. In the event a common grievance; i.e., a grievance which occurs as a result of the City's action or inaction which constitutes an alleged violation of the Agreement and adversely affects at least two (2) or more employees, such grievance shall be reduced to writing, signed by the properly designated Union Representative and presented initially at Step 3 at the end of the fifth (5<sup>th</sup>) working day following the date of the occurrence of the event giving rise to the grievance or the date the designated Union Representative first should have become aware of the facts of such occurrence by exercise of due diligence. Within five (5) working days after the referral of the grievance from Step 2 or the filing of a common grievance, the City representative or representatives shall meet with the Representative of the Union concerning the grievance. The City shall give an answer in writing to the Union Representative within five (5) working days after the date of the meeting.

## Section 5.2

- (a) In the event the grievance is not settled in Step 3 above, the Union, may, within ten (10) days after the City's Step 3 answer, appeal to arbitration provided written notice of such intent is served upon the City. The arbitrator shall only rule on the exact written grievance that was presented in Step 1 of the grievance procedure.
- (b) Except for grievances arising out of the same fact situation, separate grievances may not be joined in one arbitration proceeding except by mutual agreement of the parties. The parties shall have up to ten (10) days to agree upon the impartial arbitrator. However, if the parties agree that no mutually acceptable arbitrator will be selected within the ten (10) day period, or the ten (10) day period has elapsed, the parties will jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) experienced arbitrators, within five (5) normally scheduled working days following the ten (10) day



period or the mutual agreement to seek arbitration whichever occurs first. The Union and the City shall alternately strike a name from the list of arbitrators until a single name remains, and that person shall be the arbitrator provided, however, either party may reject one (1) list in its entirety and request a new one. The selected arbitrator must agree to hold the arbitration within thirty (30) days after selection, unless otherwise agreed between the City and the Union. Each party shall defray the expenses of its representative or representatives. The fees and expenses of the arbitrator shall be shared equally by the parties. The impartial arbitrator shall not have the power to add to or to subtract from or modify any of the terms of this Agreement. The decision of the impartial arbitrator shall be final and binding upon the parties.

- (c) In the event any disciplinary action taken by the City is made the subject of arbitration proceeding, the arbitrator's authority shall, in addition to the limitations set forth herein, be limited to the determination of the question of whether the employee involved was disciplined for just cause, and whether the disciplinary action taken was appropriate. In cases where the arbitrator finds the disciplinary action was not appropriate, he may modify or void such disciplinary action and direct the appropriate remedy.

#### Section 5.3

All time limits are exclusive of Saturdays, Sundays and days recognized as holidays.

#### Section 5.4

A grievance involving the discharge of an employee shall start at Step 2 of the Grievance Procedure. The grievance shall be presented in written form signed by the employee discharged or suspended and the steward. In order to be timely, a discharge grievance must be filed by the end of the third (3<sup>rd</sup>) working day following the day upon which the employee is discharged or suspended.

#### Section 5.5

Any grievance or complaint not appealed from one step to the next step of the Grievance Procedure within the allocated time limits shall be deemed settled on the basis of the last answer given by the City. Any grievance not answered by the City within the time limits as specified shall be deemed to be settled on the basis of the Union's last request. The time limits may be extended by mutual agreement of the parties in writing.

**ARTICLE 6**  
**SENIORITY**

Section 6.1

There shall be two seniority lists, one for regular full-time employees and one for part-time employees. Part-time employees do not receive benefits nor do part-time employees accrue any benefits until the employee is awarded full-time status. Part-time employees who become full-time employees shall have their part-time seniority changed to reflect the date the employee becomes full-time. Part-time employees who become full-time employees, once they have completed their probationary period, shall not be required to serve an additional probationary period when the employee becomes full-time. Part-time employees who become full-time employees shall receive pro-rata seniority and benefits based on adding the total number of hours worked as a part-time employee then dividing by 2080 hours.

Section 6.2

Each new employee shall be considered employed on a temporary basis for the first one hundred eighty (180) days actually worked by the employee. In the event the City, for one reason or another, believes that additional probationary time is necessary to properly evaluate an employee, the City may request and receive an additional thirty (30) day extension from the Union. During the probationary period, the employee's employment with the City shall be entirely within the discretion of the City and not subject to review under the grievance procedure. If retained beyond the probationary period, the employee will be entitled to his seniority rights as set forth in this Agreement, and his seniority date shall be his latest date of hire as provided in Section 1 of this Article.

Section 6.3

Seniority shall terminate and with it the employment of the employee by the City upon the occurrence of any one of the following:

- (a) If an employee quits;
- (b) If the employee is discharged for just cause;
- (c) If the employee is retired;
- (d) If the employee is absent without leave for three (3) consecutive working days without notifying the City, unless the employee has a valid excuse which is satisfactory to the City;

- (e) If an employee on layoff fails to report for work within five (5) days after receiving notice by certified or registered mail to report, unless he has contacted the City and is excused;
- (f) If an employee on leave of absence or vacation fails to report for work at the expiration of such leave of absence or vacation, unless the employee has a valid excuse which is satisfactory to the City; or
- (g) If the employee is laid off for a period of six (6) months.
- (h) If an employee is excessively tardy. Excessively tardy shall mean late punching in for work 12 times or more during a 6 month period.

#### Section 6.4

Each employee shall at all times keep the City Clerk's Office advised in writing of the current resident address through which mail may be received by such employee and of any changes as they may occur in such mailing address. An employee on layoff who fails to comply with the above requirement may, at the sole discretion of the City, not be entitled to his recall rights as provided in Section 6 of this Article.

It is also the obligation of each employee to keep the City Clerk's Office and his supervisor advised in writing of his current telephone number or the telephone number where message may be relayed to him and of any changes as they may occur in such telephone number. An employee who fails to furnish such current telephone number shall forfeit his rights to report-in pay as provided for in Article 7, Section 5.

#### Section 6.5

Seniority shall be Department-wide and applied as provided for in this Agreement.

#### Section 6.6

In the event of a lay-off, part-time employees shall be laid off first. In the event of a reduction in the working force for other than disciplinary reasons, the least senior employee within each job classification, as set out in Appendix "A", shall be the first to be laid off after part-time employees, providing that the employees retained in the job classification have the present ability, qualifications and skill to do the available work. In the recall of employees from layoff, the most senior employee laid off within each job classification shall be the first

recalled to that job classification provided the employee recalled has the present ability, qualifications and skill to perform the available work. Because of the necessity of providing an efficient operation, the City shall have the exclusive right to determine the job classifications to be affected by the layoff or recall of employees, and the number of employees within each job classification to be affected by the layoff or recall of employees.

If an employee on layoff is offered recall earlier than five (5) days after receiving notice to report and rejects such earlier recall, the City may fill the opening in any manner it determines appropriate pending the recalled employee's return to work.

#### Section 6.7

An employee with seniority, who returns to the bargaining unit from a work assignment out of the bargaining unit, shall be assigned to his latest job classification in the department where he had worked prior to his work assignment out of the bargaining unit, replacing if necessary, the least senior employees in that job classification, providing that the returning employee has more Department-wide seniority than the employee replaced.

If the returning employee does not have sufficient Department-wide seniority to replace the least senior employee in his job classification, the returning employee shall be returned to the next lowest job classification in the department where there is vacancy or where he has more seniority than an employee in that classification, providing the returning employee has the present ability, qualifications and skill to perform the available work.

#### Section 6.8

Any layoff for a period not exceeding five (5) consecutive working days shall be considered a temporary layoff. Affected employees shall be laid off according to seniority within each affected job classification in the affected department(s), provided that those employees with seniority who would be retained by such a procedure possess the ability, qualifications and skill to perform the available work.

#### Section 6.9

In the event the City determines that a permanent vacancy exists in a job classification within the bargaining unit which needs to be filled or in the event that a new job classification is created by the City within those job classifications which need to be filled, such job shall be posted by the City on the bulletin boards for a period of forty-eight (48) hours excluding Saturday and Sundays before seeking applications from outside the

bargaining unit. Employees, who are otherwise eligible, shall be entitled to file a bid for the posted job in the City Clerk's Office, if by doing so they could move upward or laterally from their present labor grade if awarded the job, or if by down bidding they could potentially be placed in a higher labor grade position within the bargaining unit than their present one through promotions.

The applicant who possesses the best qualifications and ability will be given the opportunity to satisfactorily perform the posted job for thirty (30) days.

In the event the employee cannot perform the work to the satisfaction of the City the employee will be returned to his former position or status.

#### Section 6.10

The City shall compile, maintain, post prominently and furnish the Union official seniority lists within thirty (30) days of the signing of this Agreement, and every six (6) months thereafter. The list shall be arranged in order of seniority and set forth the seniority date of each employee determined in accordance with provisions of this Article. In addition, the City will furnish the Union a monthly summary of all new hires and terminations of all bargaining unit personnel as reflected in the records maintained by the City Clerk's Office.

#### Section 6.11

A temporary vacancy in a job classification may be declared by the City for periods not to exceed sixty (60) days provided, however, that temporary vacancies caused by sickness or accident, leave of absence or vacations shall not be subject to such limitations. Whenever an employee is temporarily transferred to perform work in a temporary vacancy in another job classification for one full working day or longer, the employee shall receive the higher of (a) his regular wage rate, or (b) the same wage rate step of the job classification to which he is transferred.

Whenever an employee is permanently transferred to a job classification in a higher rated labor grade, the employee shall be paid the wage rate of the job classification.

**ARTICLE 7**  
**HOURS OF WORK AND OVERTIME**

Section 7.1

The workweek for the purposes of computing weekly overtime pay will begin at 12:00 A.M. on Sunday.

Section 7.2

The regular workday consists of eight (8) work hours, and the regular workweek consists of forty (40) hours of five (5) consecutive regular workdays, Monday through Friday. Starting and ending hours of work shall be determined by the City and posted.

The regular workday and the regular workweek shall not be construed as a guarantee of any number of hours of work per day or per week, or as a limitation of the number of hours per day or per week which the City may schedule.

Section 7.3

Overtime shall be paid as follows:

- (a) Time and one-half (1½) shall be paid for all work performed in excess of eight (8) hours per day. Such overtime pay will not be paid except for those hours at the end of a shift in excess of eight (8) consecutive hours, regardless of the starting time of the shift.
- (b) Time and one-half (1½) shall be paid for all work performed on Sunday.
- (c) Time and one-half (1½) shall be paid for all work performed on holidays in addition to holiday pay.
- (d) It is understood and agreed that there will be no pyramiding of overtime pay. Whenever possible, Street Department employees will be called in to do street work prior to water/sewer department employees.
- (e) Overtime pay will be calculated on the basis of the employee's regular straight time hourly rate.

Section 7.4

An employee who reports for work at his regular starting time on a scheduled workday, and has not been previously notified by the City not to report, shall receive a minimum of two (2) hours work at his regular job or some other job.

This provision shall not apply when the lack of work is due to an emergency condition or cause beyond the control of the City which includes, but is not limited to, a power failure, fire or flood.

#### Section 7.5

An employee who is called in to perform work outside of his regular shift hours shall be provided at least two (2) hours of work or pay at the applicable rate of pay.

#### Section 7.6

The City shall have the right to require reasonable assignments of overtime work. Any overtime beyond the below listed requirements will be considered voluntary on the part of the employee.

- (1) Ten (10) hours per day, Monday through Friday, inclusive.
- (2) Eight (8) hours on Saturday.

In the distribution of overtime, the City will apportion such overtime as has to be worked as equally as possible among the qualified employees in the job classification who would normally perform the work if it were done during the regular working hours.

#### Section 7.7

In the event of a permanent change by the City in the starting time of shifts, and in the event of layoffs other than temporary layoffs or disciplinary layoffs, the City, where possible, will give at least five (5) days advance notice (excluding Saturdays, Sundays and holidays) to the employee affected, except in emergency situations.

#### Section 7.8

Employees who standby for calls while off duty may be at their normal place of residence, or, after notifying the supervisor and giving a telephone number, be at another location(s) where they are available to report for duty when called.

Employees on standby shall be compensated at the rate of \$40.00 per weekend, plus call-in time as per Section 7.5, which starts with the end of the employee's work schedule on Friday and continues until the start of the employee's work schedule on Monday of the next week. A schedule shall be prepared, and employees shall be assigned on a rotating basis to cover these standby assignments.

## **ARTICLE 8 HOLIDAYS**

### **Section 8.1**

Employees who have completed their probationary period as provided for in Article 6, Section 2, shall receive holiday pay for each of the following holidays on which the employee qualifies for holiday pay:

|                     |                   |
|---------------------|-------------------|
| New Years Day       | Memorial Day      |
| Thanksgiving Day    | Christmas Day     |
| Labor Day           | Veterans Day      |
| Presidents Day      | Independence Day  |
| Employee's Birthday | Personal Days (2) |

The observance, however, shall be on a Monday or Friday or other weekday immediately preceding or immediately following one of the other holidays noted above, if the holiday falls on a Saturday or Sunday.

### **Section 8.2**

In order to be eligible for holiday pay on a particular holiday, the employee must have worked all of the last scheduled workday before the holiday and all of the next scheduled workday after the holiday, unless the employee receives a written excuse from the City or unless such failure to work is caused by one of the following reasons:

- (a) Bona fide illness or injury of the employee necessitating the employee's absence from work on the day before or the day after the holiday evidenced by a physician's statement if requested by the City; providing, however, to be eligible for holiday pay the employee must have worked at least one day during the five (5) workdays before the holiday and at least one (1) day during the five (5) workdays after the holiday unless such absence is caused by an on-the-job injury.
- (b) Layoff of the employee which begins during the five (5) workdays before the holiday or the next scheduled workday after the holiday;
- (c) Absence due to a death in the immediate family of an employee for which the employee is entitled to funeral leave pay as provided for in Article 13;



- (d) Absence due to jury duty service for which the employee is entitled to jury duty pay as provided in Article 13;
- (e) Tardiness due to conditions beyond the control of the employee with verification to the City.

#### Section 8.3

Holiday pay for each regular full-time employee shall consist of eight (8) hours pay at the employee's straight-time hourly rate of pay including, holiday pay for each employee regularly scheduled to work for less than eight (8) hours per day shall be based on the average number of daily hours the employee is scheduled to work. An employee who is on standby shall receive double time for all hours worked on a holiday plus holiday pay.

#### Section 8.4

If a holiday for which an employee is eligible for holiday pay falls within an employee's vacation period, the employee will be granted an additional day off with pay immediately preceding or following his scheduled vacation for each holiday that occurs during his/her vacation period.

#### Section 8.5

The employee who is assigned to be on-call for the weekend shall call the dispatcher at the Allamakee County Sheriff's office and leave a phone number at which the on-call employee can be reached in case of an emergency. City residents will be required to call the Sheriff's Department to report an emergency situation involving the Waukon Water or Street Departments.

On-call is from 4:00 P.M. on Friday afternoon to 7:00 A.M. on Monday morning. Holiday coverage during a weekday holiday will be from 4:00 P.M. the day before the holiday to 7:00 A.M. the day after the holiday, unless the day after the holiday is a weekend, in which case the weekend procedure would be in effect. If the holiday occurs on a Monday, the Sheriff's Office will handle the emergency until Tuesday morning at 7:00 A.M.

### **ARTICLE 9**

#### **VACATIONS AND PAID ABSENCE ALLOWANCE**

#### Section 9.1

Each regular full-time employee who is in the employ of the City on the employee's anniversary date of each year and who is otherwise eligible for vacation with pay and paid absence allowance shall be entitled to a vacation with pay for each year of service in accordance with the following schedule:

| Eligibility                                                   | Amount of Vacation<br>and Vacation Pay |
|---------------------------------------------------------------|----------------------------------------|
| Upon the completion of 1<br>year continuous service           | 1 week                                 |
| Upon the completion of 2 or<br>more years continuous service  | 2 weeks                                |
| Upon the completion of 10 or<br>more years continuous service | 3 weeks                                |
| Upon the completion of 15 or<br>more years continuous service | 4 weeks                                |

#### Section 9.2

In determining vacation periods, the City shall give consideration to employee's preferences, and in case of conflict, seniority shall govern.

In order for an employee's seniority to be considered in cases of conflict on vacation periods, the employee must designate his vacation preference no later than March 1 of the year in which the employee qualifies for a vacation.

A vacation shall not be cumulative from year to year but must be taken during the calendar year following the date on which the employee qualifies for a vacation with pay, unless the City will not allow it to be taken, it shall then be carried over.

When in the judgment of the City, it appears advisable in order to meet the needs of the City's residents, the City may require an employee entitled to a vacation under the terms of this Article to postpone all or part of such vacation, providing that such postponement does not cause financial loss to the employee.

### **ARTICLE 10 LEAVES OF ABSENCES**

#### Section 10.1

Upon written application, personal leaves of absence, including educational leaves of absence, may be granted to employees at the convenience and discretion of the City for periods not to exceed ninety (90) days. Extensions may be granted at the discretion of the City.

#### Section 10.2

All leaves of absence will be without pay. Employees will continue to accrue seniority while on leave of absence. Unless advance written approval has been given by the City, an employee who engages in gainful employment such as farming or any other self-employed work while on a leave of absence will be considered to have voluntarily terminated his employment with the City. False representations by an employee concerning the necessity or reason for a leave of absence will be considered just cause for disciplinary action up to and including discharge.

#### Section 10.3

If an employee is on leave of absence for a period of ninety (90) days or less, the vacancy created in his/her job classification, if any, will be considered a temporary vacancy and may be filled by the City in any manner it determines appropriate. Upon the expiration of such leave, the employee on leave will be entitled to return to work in his job classification provided that he has the present ability to perform the available work of his/her job classification.

#### Section 10.4

##### Family and Medical Leave Act (FMLA)

- A) Employees who have worked at least twelve (12) months for the Employer, and who have worked at least 1250 hours during the past twelve (12) months, are entitled to take a total of twelve (12) workweeks of unpaid leave during a twelve (12) month period.
- B) Employees may use the unpaid leave for:
  - 1. Birth of a child or placement of a child for adoption or foster care;
  - 2. Serious health of the employee that makes him/her unable to perform the functions of the position;
  - 3. Serious health condition of a spouse, son, daughter or parent.
- C) The Employer requires employees who have any accumulated vacation, and if applicable, compensatory time, personal days or accumulated holidays, to use up any of the above-referenced compensated time while on leave.
- D) The start of the use of the 12 week leave shall commence on the first day the employee goes on leave and shall be measured forward, not to exceed twelve (12) weeks in the then next twelve (12) month period.

- E) The use of the medical leave may be no shorter than one (1) workday (i.e., eight (8) hours).
- F) Except for emergency or unforeseeable situations, employees must provide the Employer with thirty (30) days advance written notice of intent to use leave, including the purpose and the duration.
- G) The Employer agrees to continue paying any portion of the health insurance program that is in effect for all employees at the time of the leave. If the employee fails to return to work from the leave, the employee shall reimburse the Employer for health insurance premium payments paid by the Employer on behalf of the employee on leave, unless the reason for failing to return to work was due to the continuation, recurrence or onset of a serious health condition that entitled the employee to leave in relation to a serious health condition of a spouse, son, daughter or parent of the employee, or due to other circumstances beyond the control of the employee.
- H) The Employer shall require a certification from the employee's physician stating the employee is completely fit and able to resume work before the employee will be allowed to return to work when the leave was because of a serious health condition that made the employee unable to perform the functions of his/her position.

## **ARTICLE 11**

### **MILITARY LEAVE**

#### **Section 11.1**

The City and the Union agree to abide by any applicable Federal or State laws in regard to the reinstatement and tenure of employees who are in military service or who enter into military service.

**ARTICLE 12**  
**FUNERAL LEAVE PAY**

Section 12.1

In the event of a death in the immediate family of an employee, the employee will be entitled to a paid leave of absence of five (5) scheduled working days during the period Monday through Friday of any regular workweek. The employee will be paid his/her regular straight time hourly rate of pay for such absence, not to exceed the eight (8) hours per day.

Section 12.2

The term "immediate family" as used in this Article shall include the mother, father, mother-in-law, father-in-law, brother, sister, spouse, children, stepchildren, employee's grandparents and grandchildren of the employee.

Section 12.3

Employees shall be allowed the necessary time off from work without pay when they are pallbearers at a funeral.

**ARTICLE 13**  
**JURY DUTY PAY**

Section 13.1

An employee who is summoned for witness or jury duty, providing the employee is not a defendant or being prosecuted, shall be excused from work for the days on which he/she served, and he/she shall receive for each day of witness or jury service on which he/she otherwise would have worked the difference between his/her regular straight time hourly rate and the payment he/she received for witness or jury service. The employee will present proof of service and of the amount of pay received therefor. Payment of the difference will not exceed sixty (60) days in one (1) calendar year.

Section 13.2

An employee who is called for witness or jury duty but is excused by the Court shall be obligated to return to the City and work the balance of his/her regularly scheduled hours in order to receive pay for that time which was lost because of the call for witness or jury duty.

**ARTICLE 14**  
**BULLETIN BOARDS**

Section 14.1

The City will provide bulletin boards which will be for the use of the Union. Posted information will be limited to:

- (a) Notices of Union meetings;
- (b) Notices of Union elections;
- (c) Results of Union elections;
- (d) Notices of Union recreational, educational or social events;
- (e) Other official notices of the Union.

**ARTICLE 15**  
**SAFETY AND HEALTH**

Section 15.1

The City will make reasonable rules and provisions for the safety and health of its employees during the hours of their employment. The employees covered by this Agreement shall make every reasonable effort to comply with the safety and health rules of the City.

Section 15.2

An employee who is injured on the job, if physically possible, shall immediately report to a supervisor. An injured employee shall be provided with an escort and City transportation, if it is necessary to take him/her to a doctor, his/her home or to a hospital.

Section 15.3

When an employee is injured in the course of his/her employment, the City shall pay him/her at his/her hourly rates of pay, if any, for the time lost the day of the injury, if it is necessary to send the employee to the first aid facilities or to a doctor. If such doctor sends the employee home or the employee is hospitalized, the City shall pay the employee his/her hourly rate of pay, if any, for the remainder of the shift the day of the injury.

Section 15.4

The City shall provide safety goggles for its employees and shall reimburse an employee for the costs of replacement glasses of an employee if said glasses were broken while on the job. The City shall reimburse an employee for 50% of the cost of an annual physical for said employee.

**ARTICLE 16**  
**MEALS AND BREAKS**

Section 16.1

Employees working or scheduled to work that day for four (4) hours shall be entitled to one (1) fifteen minute workbreak. All employees working or scheduled to work that day for eight (8) hours shall be entitled to two (2) fifteen minute workbreaks, one (1) in the morning and one (1) in the afternoon. Breaks may not be taken sooner than two (2) hours after the start of a shift nor later than two (2) hours before the end of a shift. In addition, breaks may not be used to leave early or to extend or prolong a lunch period.

Section 16.2

Employees working or scheduled to work more than six (6) hours in a day, shall be entitled to take an unpaid one (1) hour meal period to be taken between 12:00 noon and 1:00 P.M. Employees working at their shops must punch in and out for lunch. Employees scheduled to work more than one (1) block from their shop are not required to punch in and out for lunch. Employees shall be guaranteed their one hour lunch break.

Section 16.3

No equipment owned or operated by the City shall be used by employees to transport themselves to and from restaurants or eating establishments or grocery stores. Employees are expected to take food and beverages with them at the start of the shift.

**ARTICLE 17**  
**INSURANCE**

Section 17.1

All full-time employees shall be eligible for the group health and major medical insurance the first of the month after employment of sixty (60) days.

Section 17.2

The City shall pay the full premium for all employees. If an employee elects to cover the employee's family members with medical insurance the Employer agrees to pay \$100.00 each payroll period towards the cost of the dependent portion of the medical insurance.

Section 17.3

For all insurance coverages, the Employer reserves the right to select the carriers and maintain comparable coverage and cost levels.

Section 17.4

The City shall pay the entire monthly premium of a full-time employee's personal premium for a term life insurance policy for the employee having a face value of \$15,000.00.

Section 17.5

The amount of the City's contribution towards the cost of an employee's dependent portion of medical insurance coverage for the period of July 1, 2007, through June 30, 2008, and July 1, 2008, through June 30, 2009, shall be renegotiated for the purposes of possible modification or amendment of the City contribution levels. Should the employees desire to modify or amend this provision of the Contract only, they shall provide written notice to the City not later than November 1, 2006, for the Contract year July 1, 2007, through June 30, 2008, and no later than November 1, 2007, for the Contract year July 1, 2008, through June 30, 2009. Should the employees not desire to modify the Agreement or not provide the written notice, this Agreement will remain in effect for the remainder of the Contract period at the City contribution rate specified in Section 17.2 hereinabove.

**ARTICLE 18**  
**SICK LEAVE**

Section 18.1

Sick leave shall be accrued by regular and probationary employees at the rate of eight (8) hours per calendar month providing the employees worked at least 15 full scheduled days in that month.

Section 18.2

Sick leave may be accumulated and carried over from year to year, but never to exceed 960 hours (120 days).



Section 18.3

Sick leave shall be considered as a type of insurance and shall not be considered as a vested right and may not be used at the employee's discretion, but shall be allowed only in case of actual illness, or disability of the employee. Sick leave shall start with the first day of an accident or illness.

Section 18.4

To be eligible for payment of sick leave the employee must notify his superintendent or his designated representative prior to the starting time of his scheduled shift. This notice may be waived if the employee could not reasonably be expected to comply because of unusual circumstances. Upon returning from sick leave, the employee must sign a statement indicating the nature of his illness and whether or not he was treated by a doctor.

Section 18.5

An employee using sick leave must remain at home, be present in a medical office or medical institution or otherwise following a prescribed course of treatment. The City reserves the right to visit any employee any time while on sick leave or out sick. The City may request a certificate from the employee's medical doctor indicating the nature of an employee's illness or injury and the duration of confinement when an employee has used one or more days of sick leave, before allowing the employee to return to work. In all instances, the burden of proof for use of sick leave rests with the employee.

Section 18.6

Employees shall receive fifty percent (50%) in a lump sum cash payment upon retirement of unused sick leave.

**ARTICLE 19**

**WAGES**

Section 19.1

The standard payroll shall be paid every two (2) weeks with pay days on the Thursday following the end of the payroll period.

Section 19.2

Except as otherwise provided in this Article, employees working in excess of either the standard workday or the standard workweek, that is, working overtime, will not be paid unless the work is performed at the direction of, or with the express approval of the employee's supervisor.

Section 19.3

As an alternative to compensation at overtime rates for time worked in excess of the standard, the employee may elect compensatory time off, to be taken at a later date, which will be computed at one and one-half (1½) times the time actually worked overtime.

Compensatory time off shall be taken and used only at the direction or at the convenience of the City and with the prior approval of the employee's Supervisor. Compensatory time shall be allowed to accumulate to a maximum of twenty-four (24) hours per year. Compensatory time must be used up by the employee prior to the next raise or higher rate of pay. Any additional compensatory time may not be carried over from payroll period to payroll period and will be paid to the employee at the employee's current base rate of pay.

Compensatory time off will not be allowed if the result is to make the employee eligible for overtime pay, or additional compensatory time, to which he would not otherwise be entitled to by reason of actual time worked.

Section 19.4

It is agreed that during the term of this Agreement the hourly wage rates and longevity set forth in Schedule "A" attached hereto and made a part of this Agreement shall continue in effect. Such rates and classifications set forth in the Schedule are for the purpose of determining the amount of an employee's pay, and the work of an employee is not confined to a particular classification.

**ARTICLE 20**  
**GENERAL PROVISION**

Section 20.1

It is agreed by the City and the Union that this Agreement shall constitute and be the entire agreement between the parties hereto in respect to rates of pay, wages, hours of employment, and other conditions of employment for and during the term of this Agreement, and neither party shall be obligated to negotiate with the other during the term of this Agreement on any bargaining issues or subjects except as may be herein otherwise specifically provided, and all rights and obligations created or incurred under or by virtue of the provisions of the Agreement shall terminate with the termination of this Agreement.

Section 20.2

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law now or hereafter in effect, such validity or unenforceability shall not affect the other parts or provisions of this Agreement. Such provisions shall immediately be eligible for renegotiation upon the written request of either the City or the Union provided all remaining provisions of the Agreement shall remain in full force and effect during the term of this Agreement.

Section 20.3

The parties recognize the rights of the City to require physical and mental examination of the employees at such times as it may determine appropriate. The purpose of such examinations will be to assure the City and the employee that the employee has the physical and mental ability to perform the assigned duties and that the employee's continued work performance would not be harmful to the safety and health of the employee and/or other employees.

Any other physical or mental examination required by the City shall be at the City's expense. In the event it is necessary for the City to schedule such examination during the employee's regular working hours, the employee will be compensated by the City at his/her straight time hourly rate of pay for work time lost.

Section 20.4

Neither the City nor the Union shall discriminate against any employee or applicant for employment because of race, color, sex, religion, creed, marital status, age, handicap or national origin. Both parties agree to fully support proper Affirmative Action programs.

Section 20.5

In the event an employee becomes physically disabled and is unable to perform his regular work, the City shall assign him/her to other available work, providing there is work which he/she is capable of performing.

Section 20.6

Supervisors may perform work regularly assigned to employees within the bargaining unit if such performance of work by a supervisor in any one (1) day would not result in taking the place of a bargaining unit employee.

Section 20.7

All employees shall be given a performance review after their fifth (5<sup>th</sup>) month of employment and annually thereafter during the month prior to their anniversary date of employment.

The purpose of said review is to let employees know what is expected of them, how they are performing and how they may improve their performance. The annual appraisal shall consist of a written evaluation and a personal discussion with each employee to be conducted by the employee's supervisor. Each employee shall be given a written copy of the appraisal and may make comments on the appraisal or file a grievance therein with regard to its contents.

Performance reviews will not be linked to wage or salary plans or used as the sole basis for disciplinary action but will be made a permanent part of the employee's personnel file with a copy sent to the Local Union.

Section 20.8

The Employer shall furnish a clean uniform each day for all employees of the City. The Employer will provide each employee with a winter coat, insulated coveralls with Union labels and made in America, rubber boots, rubber gloves and work gloves.

**ARTICLE 21**  
**LEGAL DEFENSE**

Section 21.1

Employees involved in litigation because of their negligence, ignorance of laws, nonobservance of laws or as a result of employee judgmental decision may not receive assistance in any legal defense by the City, except as specifically stated in Chapter 613A of the Iowa Code.

Section 21.2

Any employee who is charged with a traffic violation, violation of an ordinance or some criminal offense arising from acts performed within the scope of his employment, when such act is performed in good faith when using good judgment and under direct order of his supervisor may be able to be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge if the action or litigation commences and is resolved during the employee's service with the City.

**ARTICLE 22**  
**DISCIPLINE**

Section 22.1

The City will discipline for cause only. Discipline will be one or more of the following forms:

- (a) Written reprimand
- (b) Suspension
- (c) Demotion, or
- (d) Discharge

Section 22.2

Notices of suspension, demotion and/or dismissal shall be in written form. Suspension or discharge may occur on the first offense depending on the circumstances.

Section 22.3

Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Such signature does not imply an admission of guilt. The employee will receive a copy of such reprimand and/or notices.

Section 22.4

An employee who is the subject of an investigation that may result in disciplinary action to that employee may have a steward or a member of the Union present during the questioning. It will be the responsibility of the employee to make a request for a representative, and it will be the employee's responsibility to have the representative present during questioning. Questioning will be conducted at reasonable times.

Section 22.5

Employees may not be suspended without pay for more than thirty (30) days in any calendar year.

Section 22.6

To the extent permitted by law, personnel files will be considered "confidential." Access to members' personnel files will be controlled on the basis of legitimate "need to know." Access to the personnel files will be limited to personnel in the City Clerk's Office and the Attorney's Office.

Employees may examine their own individual personnel files at reasonable times under the direct supervision of the City.

**ARTICLE 23  
REOPENING OF AGREEMENT**

Section 23.1

The parties agree that upon proper written notice the Union may reopen this Agreement for the purpose of negotiating wages and all economic fringe benefits, and for the purpose of negotiating such other items as the parties may mutually agree to discuss, subject to the following conditions:

- (1) The Union must give written notice of its desire to reopen to the City during the 120 day period immediately preceding the 15<sup>th</sup> day of March, 2009.

**ARTICLE 24  
TERMINATION OF AGREEMENT**

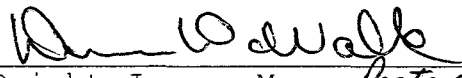
This Agreement shall become effective as of the 1<sup>st</sup> day of July, 2006, and shall continue in effect until 12:01 A.M. on the 30<sup>th</sup> day of June, 2009, and shall automatically be renewed for additional periods of one (1) year each, from year to year thereafter unless either party shall provide the notice as specified in Section 23.1 of this Agreement.

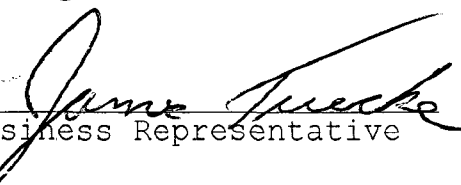
**IN WITNESS WHEREOF**, the City and the Union have each caused this Agreement to become effective as of the 1<sup>st</sup> day of May, 2006.

CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL UNION NO. 238, affiliated  
with the INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

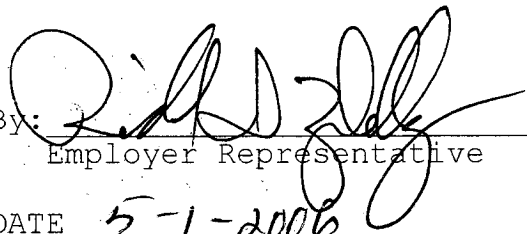
CITY OF WAUKON, IOWA

By:   
Secretary-Treasurer

By:   
Dwight Jones, Mayor *Protem*

By:   
Business Representative

By:   
Diane Sweeney, City Clerk

By:   
Employer Representative

DATE 4-10-2006

DATE 5-1-2006

## APPENDIX A

### PAY RATES AND LONGEVITY

|                           | Effective |          |          |
|---------------------------|-----------|----------|----------|
|                           | 7-1-2006  | 7-1-2007 | 7-1-2008 |
| Street Department         | \$14.95   | \$15.48  | \$16.06  |
| Water/Sewer<br>Department | \$15.37   | \$15.91  | \$16.51  |

New employees shall start at a minimum wage rate of \$7.50 per hour or higher, depending on the employee's qualifications. All employees shall be increased \$.35 per hour every six months thereafter but not to exceed rates of employees who have an earlier seniority date within the same job classification or until the current maximum wage rate has been reached.

Longevity - Employees who have completed five (5) years of service will be paid forty cents (\$.40) per hour longevity pay. Employees who have completed ten (10) years of service shall be paid forty-five cents (\$.45) per hour longevity pay. All employees who have completed fifteen (15) years of service shall be paid fifty cents (\$.50) per hour longevity pay. All employees who have completed twenty (20) years of service shall be paid fifty-five cents (\$.55) per hour longevity pay. All employees who have completed twenty-four (24) years of service shall be paid sixty-five (\$.65) per hour longevity pay.